

# EXHIBIT E

**SEL'S RESPONSES TO DISCOVERY REQUESTS IDENTIFIED IN PLAINTIFFS'  
ATTACHMENT C TO THE SANCTIONS MOTION**

**Tracking Lithium Ion Cells**

Wanda Interrogatory No. 3  
Wanda Interrogatory No. 17  
Wanda 2<sup>nd</sup> RFP Nos. 1, 2

1. A written statement included in response to Wanda Interrogatory No. 3 as to whether Sony Electronics tracks in a systematic manner what cells are in what battery packs and laptops; and if so, a written explanation as to how.

**SEL RESPONSE 1**

SEL has answered the interrogatories describing the information known to it and it has produced the responsive documents it has on these subject matters.

2. A written explanation included in response to Wanda Interrogatory No. 3 as to how Sony Electronics tracked what cells are in what battery packs and laptops for Recall No. 07-011 involving Sony VAIOs that contained defective Sony cells.

**SEL RESPONSE 2**

SEL answered the interrogatory as it was written concerning the Ovalles notebook computer. To the extent that the plaintiffs now seek information about how the battery packs and laptops for Recall No. 07-011 were identified, it is a new request for information made for the first time in the Sanctions Motion. SEL is not able to provide a response to this new request for information until the searches described in the ESI proposal of August 2, 2016 have been done. See SEL's Response to Wilson Ovalles's Second Set of Documents Number 11.

3. A written explanation included in the response to Wanda Interrogatory No. 3 as to how Sony Electronics' counsel determined the following facts asserted at oral argument on plaintiffs' motions to compel (see Tr. 56 ("Now, in the discovery in this case to date, we weren't able to come to an agreement on scope, so we had to develop our own. And what we did was we decided it was going to be the G6G in the laptop that was being used. But even with that limitation, your honor, there were 700,000 laptops."))).

**SEL RESPONSE 3**

This is a new request for information made for the first time in the Sanctions Motion. The statement of counsel is taken from the hearing on the plaintiffs' motions to compel on June 9, 2016. SEL's position on what the relevant scope of discovery should be and the reasons therefore were stated by SEL in its oppositions to the plaintiffs' motions to compel.

4. A written explanation included in the response to Wanda Interrogatory No. 3 as to how Sony Electronics' counsel would create the list of cell models used in VAIOs made in its response to Wanda 2nd RFP No. 2 (See SEL response to Wanda 2nd RFP No. 2 ("SEL will create a list of cell model designations for Sony manufactured 18650 lithium ion batteries that were used in VAIO computers it sold from 2005 to the present, provided that plaintiffs agree that by doing so SEL is not waiving the work product privilege or any other privilege or immunity from discovery.")).

#### **SEL RESPONSE 4**

This is a new request for information made for the first time in the Sanctions Motion. If the plaintiffs still seek the list of cell models used in VAIO notebook computers, SEL and its counsel will endeavor to provide the list within a reasonable period of time.

5. The date and factory locations the Ovalles' laptop, battery pack, and cells made included in response to Wanda Interrogatory No. 17.

#### **SEL RESPONSE 5**

The Tochigi facility was located at 1724 Shimotsuboyama, Simotsuke City, Tochigi Prefecture, Japan 323-0192. The Sony Electronics (Wuxi) Co., Ltd. facility is located at 27 Changjiang Road, New District, Wuxi, Jiangsu Province, China 214028. The dates were provided in SEL's Answer to Interrogatory 17.

6. The "batch code" or "lot code" for the Ovalles' cells included in response to Wanda Interrogatory No. 3.

#### **SEL RESPONSE 6**

This information is unknown to SEL – See Answer to Interrogatory 3.

7. Documents that support Sony Electronics' responses to the interrogatories (had they been given) and sufficient to identify the cell model designations that are tracked.

#### **SEL RESPONSE 7**

SEL does not have any additional documents beyond those already identified in its responses.

#### **Best Buy Reseller Agreement**

Wanda 2<sup>nd</sup> RFP No. 9

8. Exhibit A referenced in § 1 of the Sony Electronics, Inc.-Best Buy Purchasing LLC Dealer/Vendor Agreement dated April 20, 2009 ("Reseller Agreement").

## **SEL RESPONSE 8**

SEL has located a version of Exhibit A to the Reseller Agreement and is producing it.

9. Best Buy Vendor Performance and Operations Standards referenced in § 2 of the Reseller Agreement.

## **SEL RESPONSE 9**

This is a new request for information made for the first time in the Sanctions Motion. SEL is searching for the document and will produce it if and when it is found.

10. Vendor Program Agreements referenced in § 13 of the Reseller Agreement.

## **SEL RESPONSE 10**

This is a new request for information made for the first time in the Sanctions Motion. SEL is searching for the documents and will produce them if and when they are found.

### **Role of Foxconn and the Foxconn Purchase Agreement**

Wanda Interrogatory No. 16

Wanda 1<sup>st</sup> RFP No. 6

Wanda 2<sup>nd</sup> RFP Nos. 4, 5, 8

11. Sony Corporation-Hon Hai Precision Industry Co. Ltd. Purchase Agreement dated November 1, 2004 (“Purchase Agreement”).

## **SEL RESPONSE 11**

SEL referred the plaintiffs to the copy of this document which was produced by the co-defendant Foxconn International. SEL has now located a copy of the agreement and it is being produced to the plaintiffs.

12. Documents expressly referenced in the Purchase Agreement, to the extent it relates directly to the Ovalles’ VAIO or the Ovalles’ VAIO model VPC-EB32FM/WI.

- (a) § 1.1. “Company agrees to manufacture and sell to Sony, and Sony agrees to purchase from Company, certain personal computer products, including, but not limited to, its components and semi-finished products, details of which are *separately agreed upon between the Parties in writing*” [to the extent this writing is different from the memorandum of understanding, or any other document referenced, plaintiffs would seek this unique writing]
- (b) § 1.3. “*Specifications applicable to each model of the Products ...* provided by Sony, or submitted by Company and approved by Sony, in writing”

- (c) § 2.1. “the instruments entitled ‘**Memorandum of Understanding**’ for each **model of the Products** to be separately concluded between the Parties in writing (‘MOU’)”
- (d) § 2.3. “**any purchase order, sales confirmation, acceptance or other purchasing forms or documents ... used in connection with the sale and purchase of the Products**”
- (e) § 3.1: “**the export packing, packaging and labeling specification**, which shall be agreed upon between the Parties”
- (f) § 3.2: “Company shall provide to Sony **invoices of the Products** simultaneously upon the Delivery thereof”
- (g) § 3.5: “**acceptance criteria mutually agreed upon between the Parties**”
- (h) § 3.5. “Should any Product fail to pass the Acceptance Test and should Sony **notify the Company in writing of such fact ...**”
- (i) § 4.1. “**the BOM [bill of materials]** shall mean the parts list for each model of the Products setting out the information with regard to such parts, including, but not limited to, supplier’s name, descriptions of parts, supplier’s type name, price information of parts or components, and shall be supplied by the Company without charge to Sony prior to the commencement of manufacturing of each model of the Products”
- (j) § 6.4. “in complete and strict compliance with all **applicable safety regulations and industrial standards (the ‘Safety Requirements’)**, with which compliance is required for sale of the Products in such countries and/or territories of destination *as separately designated by Sony*”
- (k) § 8.1. “**the failure analysis and solution report containing the corrective action plan for the Critical Defect**” [for failure analyses and solution reports referenced in section 8, or the notifications that prompt such reports, plaintiffs seek any failure analyses and solution reports relating to Sony-made 18650 lithium ion cells, regardless of the model laptop]
- (l) § 8.1. “**notification by Sony of the occurrence of the Critical Defect**”
- (m) § 8.2. “**the failure analysis and solution report containing the corrective action plan for the Excessive Field Failure**”
- (n) § 8.2. “**the failure analysis and solution report containing the identified root causes and corrective action plan for the Excessive Field Failure**”

- (o) § 8.3. “*the failure analysis and solution report containing the identified root causes and corrective action plan for the Excessive Process Failure*”
- (p) § 12.1 “The **Quality Management Plan Memorandum** to be separately agreed upon between the Parties”
- (q) § 12.2. “Upon **reasonable prior notice**, Sony may visit and inspect any manufacturing facility of the Company”
- (r) § 13.1. “Company shall not change the BOM, the Specifications, process, design, and location of its factory for the Products … without **Sony’s prior written approval**”
- (s) § 13.1. “In case of change of **the inspection criteria to any test item regarding the Products**, Company shall submit a **written notice** to Sony prior to implement such change and shall obtain **Sony’s written approval**.”
- (t) § 13.2. Change Request. “Sony may issue **a written request** [i.e., a Change Request] at any time to change any portion of the Specifications, the BOM, process or design to Company … Company shall **respond in writing** within seven (7) days of receipt of the Change Request”
- (u) § 16.2. “Company shall … provide Sony with (a) the **information with regard to Company’s parts vendors, suppliers, or subcontractors, (b) pertinent technical or business information of Company**”
- (v) § 17.1(B)(iv). “Sony will provide Company prompt **notice of any Claim**” [for notice of any claim, plaintiffs seek the notice relating to the Ovalles family as well as any other notice relating to thermal runaway involving Sony-made 18650 lithium ion cells regardless of model laptop]
- (w) § 20.1. “**Sony’s Trademark Usage Guidelines**”
- (x) § 21.2. “**MDA**” [**Master Development Agreement**]

**SEL RESPONSE 12(a) – (x)**

All of these quotes appear to be taken from the Sony Corporation – Hon Hai Purchase Agreement identified in 11. These are new requests for documents made for the first time in the Sanctions Motion. SEL has conducted a search of its contracts database and has been unable to locate any of the documents or information identified. In order to conduct a further search for the documents and information requested, SEL would have to identify any appropriate additional databases and custodial files to search and the search terms that would be applied. If the plaintiffs still request that SEL produce this information and documents, SEL is willing to have counsel confer about an appropriate ESI search protocol.

13. A written explanation included in response to Wanda Interrogatory No. 16 containing what Sony Electronics knows about the fact that Hon Hai Precision Industry Co. Ltd. also goes by the name Foxconn International Inc., while at the same time having a U.S. subsidiary that also goes by the name Foxconn International Inc.

### **SEL RESPONSE 13**

This is a new request for information made for the first time in the Sanctions Motion. SEL objects to having to provide a written explanation about the corporate organization and structure of these other, non-affiliated corporate entities. SEL submits that since Foxconn International Inc. is a codefendant in the case, discovery on these subject matters should be directed to it.

### **UL Reports**

Wilson 2<sup>nd</sup> RFP Nos. 42, 43, 44

14. Full and complete UL report for the Ovalles laptop

### **SEL RESPONSE 14**

SEL has produced the reports in its possession. See SEL's Response to Wilson Ovalles's Second Set of Document Requests Number 42 and SEL 478 – 735.

15. Full and complete UL report for the Ovalles battery pack

### **SEL RESPONSE 15**

SEL has produced the reports in its possession. See SEL's Response to Wilson Ovalles's Second Set of Document Requests Number 43 and SEL 736 – 755.

16. Full and complete UL report for the Ovalles cells

### **SEL RESPONSE 16**

SEL has produced the reports in its possession. See SEL's Response to Wilson Ovalles's Second Set of Document Requests Number 44 and SEL 1269 – 1438.

17. The data laboratory package or equivalent for the Ovalles laptop

### **SEL REONSE 17**

This information was obtained by the plaintiffs in response to a subpoena served on Underwriters Laboratories. SEL does not have the documents requested other than copies of the documents that were provided to the plaintiffs by UL in response to the subpoena.

18. The data laboratory package or equivalent for the Ovalles battery pack

## **SEL RESPONSE 18**

This information was obtained by the plaintiffs in response to a subpoena served on Underwriters Laboratories. SEL does not have the documents requested other than copies of the documents that were provided to the plaintiffs by UL in response to the subpoena.

19. Full and complete Follow-Up Services material

## **SEL RESPONSE 19**

This information was obtained by the plaintiffs in response to a subpoena served on Underwriters Laboratories. SEL does not have the documents requested other than what was provided to the plaintiffs by UL.

### **Four Incidents in Europe and Asia**

Wanda 1st RFP No. 5

20. Documents relating to the four incidents in Europe and Asia involving VPC-EB laptops referenced in Sony Electronics' response to Wanda Interrogatory No. 13.

## **SEL RESPONSE 20**

SEL has produced all of the non-privileged documents that it was able to locate concerning these incidents. See SEL 3545 – 3578 and 3582.

### **Person with Knowledge Who Wrote the Report on the Ovalles Family**

Wilson 2nd RFP No. 1

21. Unredacted version of SEL 002004.

## **SEL RESPONSE 21**

The SEL employee's name is Dennis Oriaifo. SEL objects to providing his telephone number and email address for the reasons stated in its opposition to the Sanctions Motion.

### **Sony 18650 Lithium Ion Cell Process Instructions**

Wanda 2nd RFP No. 16(c)

22. The complete document that makes up SEL 003733 (December 4, 2013 version), and the three prior versions (dated November 19, 2013, August 22, 2013, and February 6, 2004).

## **SEL RESPONSE 22**

This is a new request for information made for the first time in the Sanctions Motion. SEL is searching for the documents and will produce them if and when they are found.

### **Contracts Relating To Sony-Made 18650 Lithium Ion Cells**

Wilson 2nd RFP No. 18

23. Sony-UL contracts covering the period 2005 to 2015.

## **SEL RESPONSE 23**

This is a new request for information made for the first time in the Sanctions Motion. SEL is searching for the documents and will produce them if and when they are found.

24. Agreements between Sony Electronics and Best Buy similar to the Reseller Agreement but which cover the period from January 1, 2005 to April 20, 2009.

## **SEL RESPONSE 24**

SEL lodged an objection to this request in the response served on August 29, 2016.

25. Sony Electronics-Dell Purchase Agreement for Sony-made 18650 lithium ion cells referenced by Mr. McCaul in his deposition at Tr. 226:11-18.

## **SEL RESPONSE 25**

SEL has located this document and it will be produced.

26. Sony Electronics-HP Memorandum of Understanding for Sony-made 18650 lithium ion cells referenced by Mr. McCaul in his deposition at Tr. 226:11-18.

## **SEL RESPONSE 26**

This is a new request for information made for the first time in the Sanctions Motion. SEL is searching for the documents and will produce them if and when they are found.

27. The contracts with “original equipment manufacturers” and “vendors” that relate to Sony- made 18650 lithium ion cells referenced in Sony Electronics’ new objection to Wilson 2nd RFP No. 18.

## **SEL RESPONSE 27**

As noted, SEL lodged an objection to this request in the response it served on August 29, 2016 it is overly broad and unduly burdensome and is not directed toward materials or information

which is relevant to the claims and defenses of the parties in the case as required by Fed. R. Civ. P. 26(b)(1). In particular, SEL objects to the request to the extent that it seeks all contracts between SEL and other original equipment manufacturers, vendors, dealers and resellers on the grounds that there are hundreds of such contracts, many of which are subject to confidentiality. Because the Ovalles notebook computer was sold by Best Buy, these other contracts are irrelevant to the plaintiffs' claims in the case, the request is not proportional to the needs of the case, and the burden and expense of searching for and obtaining the documents requested outweighs the likely benefit. SEL is searching for the contracts and will provide a list when it is complete, but it maintains its objection to producing all of the contracts for the reasons stated.

### **Industry Standards**

Wilson 2nd RFP No. 56

28. UL 1642 1st edition (October 1985).

### **SEL RESPONSE 28**

SEL identified the UL Standards that are applicable to the VAIO notebook computer, the battery pack and the battery cells. See SEL's Answer to Wilson Ovalles's Interrogatory 5. Even though the standards are publicly available for purchase from Underwriters Laboratory, SEL's Director of Corporate Product Safety provided copies of the applicable standards to plaintiffs' counsel during his deposition on May 24, 2016 which were then marked as part of Exhibits 8 and 9 to the deposition.

29. UL 1642 2nd edition (November 1992).

### **SEL RESPONSE 29**

SEL identified the UL Standards that are applicable to the VAIO notebook computer, the battery pack and the battery cells. See SEL's Answer to Wilson Ovalles's Interrogatory 5. Even though the standards are publicly available for purchase from Underwriters Laboratory, SEL's Director of Corporate Product Safety provided copies of the applicable standards to plaintiffs' counsel during his deposition on May 24, 2016 which were then marked as part of Exhibits 8 and 9 to the deposition.

30. UL 1642 3rd edition (April 1995).

### **SEL RESPONSE 30**

SEL identified the UL Standards that are applicable to the VAIO notebook computer, the battery pack and the battery cells. See SEL's Answer to Wilson Ovalles's Interrogatory 5. Even though the standards are publicly available for purchase from Underwriters Laboratory, SEL's Director of Corporate Product Safety provided copies of the applicable standards to plaintiffs' counsel

during his deposition on May 24, 2016 which were then marked as part of Exhibits 8 and 9 to the deposition.

31. UL 1642 4th edition (September 2005).

### **SEL RESPONSE 31**

SEL identified the UL Standards that are applicable to the VAIO notebook computer, the battery pack and the battery cells. See SEL's Answer to Wilson Ovalles's Interrogatory 5. Even though the standards are publicly available for purchase from Underwriters Laboratory, SEL's Director of Corporate Product Safety provided copies of the applicable standards to plaintiffs' counsel during his deposition on May 24, 2016 which were then marked as part of Exhibits 8 and 9 to the deposition.

32. UL 2054 2nd edition (October 2004).

### **SEL RESPONSE 32**

SEL identified the UL Standards that are applicable to the VAIO notebook computer, the battery pack and the battery cells. See SEL's Answer to Wilson Ovalles's Interrogatory 5. Even though the standards are publicly available for purchase from Underwriters Laboratory, SEL's Director of Corporate Product Safety provided copies of the applicable standards to plaintiffs' counsel during his deposition on May 24, 2016 which were then marked as part of Exhibits 8 and 9 to the deposition.

33. UL 60950-1 2nd edition (March 2007).

### **SEL RESPONSE 33**

SEL identified the UL Standards that are applicable to the VAIO notebook computer, the battery pack and the battery cells. See SEL's Answer to Wilson Ovalles's Interrogatory 5. Even though the standards are publicly available for purchase from Underwriters Laboratory, SEL's Director of Corporate Product Safety provided copies of the applicable standards to plaintiffs' counsel during his deposition on May 24, 2016 which were then marked as part of Exhibits 8 and 9 to the deposition.

### **SEL's Director of Corporate Product Safety's Participation in Committee, Working Group, Industry Panel, Professional Organizations, and the Like**

Wilson 2nd RFP No. 41

34. SEL's Director of Corporate Product Safety's participation in UL 1642 Standard Technical Panels - Standards for Lithium Batteries.

### **SEL RESPONSE 34**

In its response to the request for these documents, SEL stated that it did not have possession of them and referred plaintiffs to Julio Posse's testimony from his May 24, 2016 deposition that he did not believe he had possession of any materials dating from his participation in UL and IEEE groups. See SEL's Reponse to Wilson Ovalles's Second Set of Document Requests Number 41. Since then, Mr. Posse has searched for any responsive documents and he was not able to locate any.

35. SEL's Director of Corporate Product Safety's participation in UL 2054 Standard Technical Panels - Standards for Safety for Household and Commercial Batteries.

### **SEL RESPONSE 35**

In its response to the request for these documents, SEL stated that it did not have possession of them and referred plaintiffs to Julio Posse's testimony from his May 24, 2016 deposition that he did not believe he had possession of any materials dating from his participation in UL and IEEE groups. See SEL's Reponse to Wilson Ovalles's Second Set of Document Requests Number 41. Since then, Mr. Posse has searched for any responsive documents and he was not able to locate any.

36. SEL's Director of Corporate Product Safety's participation on IEEE 1625 development team.

### **SEL RESPONSE 36**

In its response to the request for these documents, SEL stated that it did not have possession of them and referred plaintiffs to Julio Posse's testimony from his May 24, 2016 deposition that he did not believe he had possession of any materials dating from his participation in UL and IEEE groups. See SEL's Reponse to Wilson Ovalles's Second Set of Document Requests Number 41. Since then, Mr. Posse has searched for any responsive documents and he was not able to locate any.

### **SEL Director of Corporate Produce Safety Personnel File**

Wilson 2nd RFP Nos. 37, 38, 39

37. Mr. Posse's personnel file

### **SEL RESPONSE 37**

SEL lodged an objection to the production of Mr. Posse's entire personnel file because it contains confidential business and personal information about him such as his salary and benefits he receives as an employee. SEL agrees to produce the non-confidential documents contained within Mr. Posse's personnel file and provide a list of the confidential documents that are being withheld.

### **Other UL Reports**

Wilson 2nd RFP No. 45

38. UL report for Samsung cells used in VGP-BPS22 battery packs.

### **SEL RESPONSE 38**

SEL objects to this request because it is beyond the scope of the court's order, i.e. it requests Samsung cells, not Sony cells.

39. UL report for Sanyo cells used in VGP-BPS22 battery packs.

### **SEL RESPONSE 39**

SEL objects to this request because it is beyond the scope of the court's order, i.e. it requests Sanyo cells, not Sony cells.

### **Revenue and Profits for VAIOs in 2011**

Wanda Interrogatory No. 18

40. Sony Electronics' financial reports that set forth revenue and profits for VAIOs in 2011.

### **SEL RESPONSE 40**

SEL lodged an objection to the production of this information and these documents and it does not agree to withdraw the objection.

### **Preservation**

Wilson 2nd RFP No. 3

41. Retention schedule referenced in SEL 003895.

### **SEL RESPONSE 41**

This is a new request for information made for the first time in the Sanctions Motion. SEL has located responsive documents and is producing them.

42. Retention schedule referenced in SEL 003899.

### **SEL RESPONSE 42**

This is a new request for information made for the first time in the Sanctions Motion. SEL has located responsive documents and is producing them.